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WENDY'S INTERNATIONAL, INC.

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13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 WENDY'S INTERNATIONAL, INC., an
Ohio Corporation,

17 Plaintiff,

18 v.

19 JACOB ZACHARIAH, an individual,

20 Defendant.
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CASE NO. CV 09 2133 SBA

**JUDGMENT PURSUANT TO AMENDED
STIPULATION**

Pursuant to the Stipulation of the Parties and good cause appearing:

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED as follows:

1. Judgment is granted in favor of WENDY'S INTERNATIONAL, INC. ("Wendy's") on its causes of action, and each of them, set forth in its Complaint.
2. JACOB ZACHARIAH's ("Defendant") Franchise Agreement with Wendy's was validly terminated by Wendy's, in compliance with the Franchise Agreement and applicable laws.
3. Defendant, and his agents, servants, and employees, and those persons in active concert or participation with him, are hereby permanently enjoined from:
 - (i) using or displaying Wendy's trademarks or service marks ("Marks"), or any other Wendy's logos, symbols or trade dress in connection with advertising, distribution or display for sale of any product or service;
 - (ii) making in any manner whatsoever any statement or representation, or performing any act that is likely to lead members of the public to believe that Defendant and the Ukiah Restaurant¹ are in any manner, directly or indirectly, associated, affiliated, connected with, licensed, sponsored, authorized or approved by Wendy's;
 - (iii) taking any action, directly or indirectly in any form or manner whatsoever, that is likely to dilute the distinctive quality of Wendy's famous, registered Marks or otherwise taking any action likely to cause tarnishment or disparagement to Wendy's business reputation;
 - (iv) otherwise infringing on the Marks, or otherwise competing unfairly with Wendy's in any manner;
4. Defendant shall comply with all post-termination requirements of the Franchise Agreement, including without limitation those set forth in Section 15 thereof, by, among other things, immediately destroying and/or returning – at Wendy's election - all Wendy's signage and materials displaying the Marks or any other Wendy's logos, symbols or trade dress.

¹ All undefined terms in this Judgment shall have the meaning set forth in the Stipulation for Entry of Judgment.

5. The Stipulation for Entry of Judgment and the Settlement Agreement and General Release are hereby incorporated by reference herein as Part of this Judgment.

6. Any issues with respect to the enforcement of this Judgment, the Stipulation and/or the Settlement Agreement and General Release shall be submitted to a Magistrate Judge of this Court.

IT IS SO ORDERED.

Dated:

9/1/09


UNITED STATES DISTRICT COURT
JUDGE

Approved as to form:

By: /s/ Charles B. Holzhauer

Charles B. Holzhauer
Attorney for Defendant
JACOB ZACHARIAH

Dated: August 31, 2009

Attestation Pursuant To General Order 45(X)

I, Jeffrey M. Hamerling, attest that concurrence in the filing of this document has been obtained from Charles B. Holzhauer.

/s/ Jeffrey M. Hamerling

Jeffrey M. Hamerling